

Report of Chief Fire Officer / Chief Executive

Implementation of Crewing Changes

Purpose of Report

1. To update Members on the final stages of the crewing changes consultation and negotiation process and to seek approval to progress, as appropriate, dependent on the outcome of the local FBU Brigade Committee vote, due on 13th February 2018.
-

Recommendations

It is recommended that:

- ***Officers be authorised to proceed in accordance with the recommendations of the Chief Fire Officer, as described in the report, regarding the most appropriate way forward to bring this matter to a conclusion, taking into account the outcome of the Brigade Committee on 13th February 2018 .***

[The Chief Fire Officer will provide an update at the meeting on the outcome of the FBU Brigade Committee meeting due to be held on 13th February.]

Background

2. In 2014, the Service's agreed Community Risk Management Plan (CRMP) confirmed the standard crewing on Wholetime (WT), Day Crewed (DC) and Day Crewing Plus (DCP) appliances would be four. In February 2017, the Fire Authority (FRA) received a paper confirming that the additional funding of £800,000 released from reserves to provide crews of fives on as many occasions as possible had been exhausted and Members subsequently requested officers to produce a plan as soon as possible to provide for crews of fives on those respective appliances across the Service (on as many occasions as possible, at no additional cost to the Service and with no change to service provision). In addition, the Service had to take into account both the medium term financial pressures on the organisation and the need to provide a more resilient approach to maintaining appropriate operational cover arrangements across the Service.
3. In March 2017, in response to the FRA request, the Service published proposals to change crewing arrangements on all WT, DC and DCP appliance stations, with the primary aim of providing extra capacity and resilience (through more flexible working and reallocation of resources) to ride the first appliances at all of those stations with crews of five (with the second WT appliances at both

Worcester and Hereford stations remaining with crews of four) . In addition, the proposals sought to:

- Provide additional support to the Retained Duty System (RDS) and the crewing of RDS appliances across the Service.
 - Introduce modern, flexible working conditions that are attractive for people to work and that could encourage diversity across the Service.
 - Retain existing emergency cover wherever possible.
 - Review the number of operational managerial posts to meet the new arrangements.
 - Develop solutions to help resolve the issues with recruiting staff to the Day Crewing Duty System.
 - Resolve the complications around the allowances for Droitwich/USAR personnel.
 - Create savings of circa £300,000 pa to meet Medium Term Financial Plan.
4. In August 2017, following detailed consultation with staff and community representatives such as district, town and parish councils, a new set of proposals was presented to the Representative Bodies (RBs). This new set of proposals was designed to include the suggestions and feedback from the RBs, staff and the public - and dealt with the major issues that had been identified by them over the previous four months (most notably the proposed changes to emergency cover in Malvern and Evesham). These proposals then formed the basis for further significant negotiations between the FBU and the Service.
 5. In November 2017, following a full and appropriate process that consumed a great amount of both managerial and representative body time and effort, a 'Terms of Agreement' document was agreed with the FBU (Summary attached at Appendix 1), which also recognised the considerable progress that had been made from the starting position in March. Furthermore, it was acknowledged by both parties that the main elements of 'Terms of Agreement' were the best that could be achieved through negotiation, within the parameters that had been set back in February of that year.
 6. At the same time, FBU officials urged their members to attend the local branch meetings to have their views heard, seek further information on the details, discuss the consequences of the choices before them and, ultimately, vote to accept the proposals.
 7. In addition, in early January, further station-based joint communication meetings with affected staff and the negotiators from both the Service and from the FBU took place in order to give everyone a final opportunity to discuss the details and rationale of the 'Terms of Agreement'. As a result of these meetings, a number of minor changes and clarifications were incorporated into the document, with a view to resolving last-minute concerns raised by staff.
 8. However, following feedback from a number of Brigade Committee meetings held between November 2017 and January 2018, in early February, FBU negotiators asked the Service to consider a slightly different approach that they felt could get the support of the Brigade Committee (Summary 'Alternative Option' attached at Appendix 2). This willingness from all parties to consider different approaches

right up until the week before this Fire Authority meeting, demonstrates the positive desire all round to try and reach a collective agreement.

9. In essence, the 'Alternative Option' represents a further modification of the current 'Terms of Agreement', which has been assessed as still achieving a significant proportion of the Service's objectives (as set out at in paragraph 3 of this paper). Therefore, subject to its agreement by the Brigade Committee, it is considered by officers as being a viable negotiated outcome that can be recommended to the Fire Authority.
10. At the time of writing this report, however, it is not certain what the outcome of the Brigade Committee vote will be. Therefore, the remainder of this paper sets out the three most likely outcomes, the recommended way forward for each and the associated organisational risks.

Outcome Options and Recommended Way Forward

11. The three most likely options are as follows:
 - Brigade Committee vote to accept the 'Alternative Option' in favour of the 'Terms of Agreement'
 - Brigade Committee vote to reject the 'Alternative Option' and the 'Terms of Agreement'
 - Brigade Committee have no vote on either the 'Terms of Agreement' or the 'Alternative Option'
12. If the 'Alternative Option' is accepted, the recommendation from the Chief Fire Officer is to progress with its implementation, in consultation with the RB's.
13. If both the 'Alternative Option' and the 'Terms of Agreement' are both rejected, the recommendation from the Chief Fire Officer is to progress with the implementation of the 'Terms of Agreement'. The rationale for this is based on the fact that all the crewing changes meet the principles of the Grey Book and have been agreed as such by the FBU through the negotiation process (except DCP, where it is acknowledged by the Service that this remains a duty system outside of the Grey Book principles, which individuals are still required to volunteer to undertake). Overall, the 'Terms of Agreement' also provide more operational benefits to the Service when compared to the 'Alternative Option'.
14. If the Brigade Committee chooses not to vote on either the 'Terms of Agreement' (as has happened on a number of occasions since November 2017) nor the 'Alternative Option', it is unlikely that the situation will resolve itself in the foreseeable future. On the contrary, the continued uncertainty has the real potential to have a detrimental impact on employee relations going forward. Therefore, under these circumstances, the recommendation from the Chief Fire Officer would be to progress with the implementation of the 'Terms of Agreement'.
15. Furthermore, if both options are rejected or a 'no vote' is taken on them, approval is also sought for a phased implementation of the new arrangements in a manner that is most expedient to the Service. This may mean adopting a different

approach to some elements of the agreement that do not have direct contractual implications, such as the phasing of when changes are introduced, the rostering arrangements of each system and the detailed nature of any pay protection arrangements.

Risks Associated with Respective Fire Authority Decisions

16. If there is a vote to accept the 'Alternative Option' and this is subsequently implemented, the main risk to the Fire Authority would be any future requirement to provide a coherent rationale for its choice over the 'Terms of Agreement' (for example, during a HMICFRS inspection). However, when balancing up the wider organisational benefits of implementing a collective agreement as opposed to one that is not collectively agreed, the choice is easily justified.
17. In contrast, if there is a 'no vote' on or a rejection of both the 'Alternative Option' and the 'Terms of Agreement' by the local Brigade Committee, the Fire Authority has a choice of two further options:
 - A. Proceed with implementation of the 'Terms of Agreement' previously agreed with the FBU, in line with the professional advice of the Chief Fire Officer:
 - This will necessitate changes to existing contracts of employment. If some individual staff choose not to accept these changes voluntarily, it may be necessary to issue them with notices of dismissal along with offers of re-engagement on the revised terms and conditions.
 - A structured and legally compliant process would then be undertaken and the Service will ensure all such affected staff have the appropriate information, time and opportunity to engage with the Service and understand both the rationale and the process for the issuing of new contracts, as well as the implications of any individually-chosen course of action. If after being invited to sign up to new contracts, those individuals choose not to within the specified period, they would run the risk of terminating their employment with HWFRS.
 - There is a risk then that the local Brigade Committee may seek to ballot its affected members over industrial action. However, if such a ballot were to proceed, it would first have to comply with all relevant elements of current Trade Union legislation. Furthermore, to mitigate this risk, the Service has well-established business continuity plans and procedures in place, including for partial performance (e.g. action short of a strike).
 - B. If the Fire Authority chooses not to progress with the implementation as outlined above, which (under those set of circumstances) would be contrary to the professional advice of the Chief Fire Officer, the Service would still need to change significant elements of its current crewing arrangements in order to balance operational risks against known community risks, whilst, at the same time, meeting the pressures of the Medium Term Financial Plan.

Further options that would then need to be considered would include (but not be limited to):

- Continuing to reduce the number of supervisory managers on stations.
 - Continuing to ride with crews of four - as it would not be possible to ride with crews of five if, at the same time, the Service continued to use existing duty systems (based on the historical costs of maintaining those systems, it would cost circa £1.1m per annum above our currently agreed budgets levels).
 - Re-examination of previous CRMP proposals to remove or change the crewing of the second WT appliances from Hereford and Worcester stations.
18. It is also worth noting that none of these options would provide the expected resilience, flexibility and RDS support benefits that have been designed into either the current 'Terms of Agreement' arrangements or the 'Alternative Option'.
19. It should also be noted that the 'Terms of Agreement' and the 'Alternative Option' provide strong evidence to demonstrate that the Service is committed to the principles of developing flexibility and promoting diversity within its workforce, as well as delivering effectiveness and efficiency – all key elements set out in the latest draft of the new National Framework (one of the key documents that will be used by HMICFRS when inspecting HWFRS in Summer of this year).
20. Finally, either approach runs the risk of having a short-term detrimental impact on employee relations, although this would be managed proactively by building on the increasingly positive relationship between the Service and the FBU, as demonstrated during this negotiation and consultation process.
21. To support this further, the Service is also about to embark upon a review of its working culture, aimed at developing the ways both managers and staff engage with each other and the public when faced with the complexity and challenges of effectively delivering a modern-day, forward-thinking and inclusive Fire and Rescue Service.

Corporate Considerations

| | |
|---|--|
| Resource Implications (identify any financial, legal, property or human resources issues) | Yes – implementation will require the relevant management, legal and financial resources to be allocated, as well as some potential minor investment in some properties to allow the changes to be accommodated. |
| Strategic Policy Links (identify how proposals link in with current priorities and policy framework and if they do not, identify any potential implications). | Yes – the implementation of the changes has a direct impact both the CRMP and the MTFP. |
| Risk Management / Health & Safety (identify any risks, the proposed control measures and risk evaluation scores). | Organisational and operational risks are highlighted in the paper, along with associated mitigation approaches. |
| Consultation (identify any public or other consultation that has been carried out on this matter) | Yes – extensive staff consultation has taken place over nearly a 12 month period – together with proportionate public consultation, where appropriate. |
| Equalities (has an Equalities Impact Assessment been completed? If not, why not?) | Yes |

Supporting Information

Appendix 1 – Summary of ‘Terms of Agreement’

Appendix 2 – Summary of ‘Alternative Option’

Background Papers

Fire Authority 15 February 2017: Review of Crewing Levels

Fire Authority 27 June 2017: Crewing Proposals

Contact Officer

Nathan Travis, Chief Fire Officer

(01905 368201)

Email: ntravis@hwfire.org.uk

Appendix 1 – Summary of ‘Terms of Agreement’

Crewing Disposition:

NB RDS Appliances are included for information only

Worcester

- *One appliance crewed by a self-rostered Shift Duty System to provide a crew of 4*
- *One appliance Day Crewed Plus (DCP) to provide a crew of 5, both appliances available 24/7*
- *One RDS appliance, available 24/7*

Kidderminster

- *One appliance self-rostered Shift Duty System to provide a crew of 5, available 24/7*
- *One RDS appliance, available 24/7*

Redditch

- *One appliance self-rostered Shift Duty System to provide a crew of 5, available 24/7*
Two RDS appliances, available 24/7

Bromsgrove

- *One appliance DCP to provide a crew of 5, available 24/7*
- *One RDS appliance, available 24/7*

Droitwich, Malvern and Evesham

- *One appliance self-rostered Day Crewed Duty System to provide a crew of 5, available 24/7*
- *One RDS appliance, available 24/7*

Hereford

- *One appliance crewed by a combination of DCP and self-rostered Shift Duty System personnel to provide a crew of 4*
- *One appliance DCP to provide a crew of 5, both appliances available 24/7*
- *One RDS appliance, available 24/7*

The areas that have been achieved through negotiation are highlighted, such as:

- *A suite of Grey Book compliant duty systems (or, in the case of DCP, a clear acknowledgement that this remains a voluntary system following the end of its trial period).*
- *Crews of five on more Wholetime appliances than were originally proposed (i.e. increased crewing on one WT appliance each at both Hereford and Worcester).*
- *Maintaining the Wholetime method for crewing appliances in both Evesham and Malvern at night.*

- *No change in the Wholetime appliance emergency cover between 0800hrs and 0840hrs each day at Malvern and Evesham.*
- *Uplift in Day Crewing housing allowance to £3500 pa at all DC stations.*
- *Proportionate uplift in Day Crewing retaining fee at all DC stations.*
- *Although the new arrangements require DC stations personnel to work all of their contracted hours (average of 42 hours per week) as positive hours based at the station (or in the community), as opposed to the current arrangements where they work an average of 35 positive hours per week and 7 hours on-call from home, the negotiated transitional arrangements give them a phased introduction over an agreed period.*
- *An additional arrangement allowing Day Crewing Duty personnel to book off call at night when crewing is above five.*
- *A reduction in the originally proposed number of Watch Commander posts (supervisory managers) removed from the establishment.*
- *Maintaining a Shift-Based Duty System at Hereford.*
- *Increasing the number of Wholetime Firefighters on the establishment.*
- *Agreement to use the early financial savings to invest in employees or contribute to further savings requirements.*
- *Pay protection arrangements.*
- *Innovative ways of providing support to RDS appliances*

In addition, a significant number of areas that would have best met the Service's business needs and objectives have also been removed as a result of negotiation and consultation in order to try and reach agreement - some of which are outlined below:

- *12-hour shifts for the Shift Duty stations*
- *Start and finish times for detached duties*
- *Detached duty travelling and subsistence*
- *Rostered shift patterns*
- *Removal of Day Crewing System in favour of Day Duty System (9-Day Fortnight)*
- *Removal of the on-call element and payments from the Day Crewing Duty System*
- *Two-Pumps DCP model at Hereford*
- *Part-Time weekend working at Day Duty Stations*
- *Additional contracted days for Wholetime staff above existing shift patterns*
- *Dedicated RDS Support crew*
- *Savings reduced from £290k pa to circa £218k pa*

Appendix 2 – Summary of ‘Alternative Option’

The main difference between the crewing arrangements as set out in the ‘Terms of Agreement’ and the ‘Alternative Option’ are that both WT appliances at Hereford and Worcester Stations would remain being crewed by four’s (as opposed to one each crewed with five’s). This is no different from the current situation. However, this allows the associated staffing resources to be re-allocated to support the variation to DC stations and to Hereford station as detailed below.

Crewing Disposition:

NB RDS Appliances are included for information only

Worcester

- *One appliance crewed by a self-rostered Shift Duty System to provide a crew of 4*
- *One appliance Day Crewed Plus (DCP) to provide a crew of 4, both appliances available 24/7*
- *One RDS appliance, available 24/7*

Kidderminster

- *One appliance self-rostered Shift Duty System to provide a crew of 5, available 24/7*
- *One RDS appliance, available 24/7*

Redditch

- *One appliance self-rostered Shift Duty System to provide a crew of 5, available 24/7*
- *Two RDS appliances, available 24/7*

Bromsgrove

- *One appliance DCP to provide a crew of 5, available 24/7*
- *One RDS appliance, available 24/7*

Droitwich, Malvern and Evesham

- *One appliance self-rostered Day Crewed Duty System to provide a crew of 5, available 24/7*
- *One RDS appliance, available 24/7*

Hereford

- *One appliance crewed by a self-rostered Shift Duty System to provide a crew of 4*
- *One appliance Day Crewed Plus (DCP) to provide a crew of 4, both appliances available 24/7*
- *One RDS appliance, available 24/7*

Furthermore, in respect to the DC stations (Droitwich, Malvern & Evesham), rather than crews working all of their positive hours (average of 42 hours per week) in 10-hour shifts (providing the same level of day-time immediate response emergency cover as they do currently), it is proposed that they work the equivalent of 11-hour shifts, with the

additional hour being used flexibly across a number of duty days (as required) to maintain operational competence, support RDS training, undertake community safety activities and/or any other organisational priorities.

Whilst this reduces the number of additional shift periods provided by DC station staff (from 31 to 14), this can be accommodated by providing appropriate day duties support to cover the infrequent planned deficiencies to riding with crews of five that arise on these stations.

Other crewing arrangements at Kidderminster, Redditch and Bromsgrove will remain the same as described in the 'Terms of Agreement'

The anticipated savings from the 'Terms of Agreement' and from the 'Alternative Option' are broadly similar.